

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOILING CRAB FRANCHISE CO., LLC, a California limited liability company,

CASE NO. C21-293RSM

Plaintiff,

ORDER DENYING STIPULATED
MOTION FOR PROTECTIVE ORDER

KL BOILING CRAWFISH
CORPORATION, a Washington corporation,
and NGUYEN BOILING CRAWFISH
CORPORATION, a Washington corporation,

Defendants.

This matter comes before the Court on the parties' Stipulated Protective Order. Dkt. #22.

The Court finds that the proposed Protective Order does not conform to the requirement that its “protection from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles” as stated by Local Rule 26(c)(2). Under the section entitled Confidential Material, the Court’s model protective order instructs: “[t]he parties must include a list of specific documents such as ‘company’s customer list’ or ‘plaintiff’s medical records;’ do not list broad categories of documents such as ‘sensitive business material.’” The parties have not followed these instructions and instead list the following: “Documents containing non-public financial

1 information of one or more of the parties (or third parties) that are subject to reasonable measures
2 to maintain their confidentiality;" "Documents containing non-public information related to the
3 marketing, pricing and delivery of the goods or services of one or more the parties (or third
4 parties), that are subject to reasonable measures to maintain their confidentiality, including *but*
5 *not limited to* non-public information regarding customers, vendors and suppliers;" Documents
6 containing non-public information related to business... processes and methods of one or more
7 of the parties (or third parties) that are subject to reasonable measures to maintain their
8 confidentiality, including *but not limited to* proprietary operational procedures and training
9 manuals;" "Documents containing information regarding non-public current and future product,
10 development, branding/marketing strategies, and business plans of one or more of the parties (or
11 third parties), that are subject to reasonable measures to maintain their confidentiality, including
12 *but not limited to* expansion plans, potential investors, franchisees or licensees." Dkt. #22 at 2–
13 3 (emphasis added).

15 Although some proper categories of documents are referenced, the Court finds that the
16 parties have impermissibly left the door open to labeling a wide variety of documents as
17 confidential, including categories that can be summed up as "sensitive business material." The
18 parties submit no argument to justify this departure from the model protective order's guidelines.

20 The parties have also eviscerated Section 5.1 of the model protective order, "Exercise of
21 Restraint and Care is Designating Material for Protection." The model states that "[t]he
22 designating party must designate for protection only those parts of material, documents, items,
23 or oral or written communications that qualify, so that other portions of the material, documents,
24 items, or communications for which protection is not warranted are not swept unjustifiably within
25 the ambit of this agreement." The parties propose cutting all of this and replacing it with "[t]he
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1 designation may be applied to the entirety of a document. However, upon reasonable request of
2 the opposing party, the producing party must provide a more narrowly designated version of a
3 document previously designated in its entirety, designating for protection only those parts of
4 material, documents, items, or oral or written communications that qualify.” Dkt. #22 at 6.

5 The model included this language because the Court expects the parties to exercise care
6 and restraint in labeling portions of documents as confidential, consistent with Local Rule
7 26(c)(2). The parties submit no argument to justify this departure from the model protective
8 order, and the Court will not enter an order with such language.
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10 Given all of the above, the Motion will be denied.

11 Having reviewed the briefing, along with the remainder of the record, the Court hereby
12 finds and ORDERS that the parties’ Stipulated Protective Order, Dkt. #22, is DENIED.
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14 DATED this 7th day of February, 2022.
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17 RICARDO S. MARTINEZ
18 CHIEF UNITED STATES DISTRICT JUDGE
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